

**GOVERNMENT OF  
THE VIRGIN ISLANDS OF THE UNITED STATES**

**Request for Proposal – Negotiation  
Professional Services**

To: ..... Date: May 8, 2020

..... RFP No. 035-T-2020(P)

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Pursuant to 31 V.I.C. 239 (a) (4) and Rules and Regulations thereunder issued, the Government of the Virgin Islands, herein after referred to as GVI, Department of Property and Procurement will receive proposals for the work described below. Proposals will be received no later than **Wednesday, June 10, 2020 at 4:30 o'clock p.m.** Atlantic Standard Time.

**DESCRIPTION OF WORK:**

The Virgin Islands Police Department through the Office of Highway Safety (VIOHS) is soliciting proposals from qualified firms, or groups of firms, to conduct a Scientific Seat Belt Survey in Territory in the island districts of St. Thomas & St. John and St. Croix. Technical proposals must be prepared and submitted in accordance with the requirements, format, and guidelines presented in this RFP document.

The VIOHS is the designated agency to receive federal funds to carry out Highway Safety programs within the territory.

## **NEGOTIATED PROCEDURES:**

The Commissioner of the Department of Property and Procurement will appoint a Selection Committee to assist in the evaluation and selection of the Contractor. Accordingly, current data on qualifications and performance should be submitted with proposals. After reviewing the qualifications and proposals the Committee will select for discussions from the firm/s or person/s considered not less than three (3), in order of preference, deemed to be most highly qualified to provide the services herein required. Discussions will be conducted successively and severally with the firms or persons so selected the anticipated concepts and the relative utility alternative methods of approach for furnishing the services hereunder.

## **FACTORS FOR DISCUSSIONS**

Selection criteria will include (i) Professional qualification, registration and general reputation of principals of the firm or person; (ii) the extent to which the firm or person specializes in or has provided services of a type and scope similar to the hereunder; (iii) familiarity with the location (s) in which services will be performed; (iv) capability of meeting schedules; and (v) quality of performance on other similar projects.

## **NEGOTIATION:**

The Selection Committee shall recommend to the Commissioner the highest qualified firm or person with whom a contract shall be negotiated. The Commissioner, with the assistance of the Selection Committee, shall attempt to negotiate a contract with such firm or person.

Should the Commissioner be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price he determines to be fair and reasonable to the Government, negotiations with that firm will be formally terminated. Negotiations will then commence with the second most qualified, the third most qualified or additional firms, in order of preference, and shall continue until an agreement is reached.

Anthony D. Thomas  
Commissioner  
Property and Procurement

## INSTRUCTION TO PROPOSERS

### A. NOTICE

#### **RFP-035-T-2020 (P)- Qualified Firms to Conduct a Scientific Seat Belt Survey in the U. S. Virgin Islands.**

Information provided in the scope of work is to be used only for purposes of preparing a proposal. It is further expected that each bidder will read the scope of work thoroughly, for failure to meet certain specified conditions may invalidate the proposal.

The Government of the Virgin Islands, herein after referred to as GVI, reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to GVI. Price shall not be the sole criterion of awarding this project. Scope and quality of work proposed and the ability of the bidder to complete this type of project shall also be considered.

Applicants are requested to submit proposals on the basis of the scope of work. Alternative proposals recommending new features and technology other than that requested in the scope of work will receive consideration providing such new features and/or technology is clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and be included as part of the proposal.

The information contained herein is believed to be accurate but is not to be considered in any way as a warranty. Request for additional information clarifying the Scope of Work should be directed in writing to **Assistant Commissioner of Procurement, Lisa Alejandro** at [lisa.alejandro@dpp.vi.gov](mailto:lisa.alejandro@dpp.vi.gov).

### B. STATEMENT OF PURPOSE

To assist the Government of the Virgin Islands in meeting the requirement for the following services: **RFP-034-T-2020(P)- Qualified Firms to Conduct a Scientific Seat Belt Survey in the U. S. Virgin Islands.**

### C. PROPOSED SCOPE OF SERVICES

#### **Background**

Traffic Safety is the top priority in VIOHS' plans and programs. Along with the Virgin Islands Police Department (VIPD), VIOHS is actively engaged in several safety-related initiatives and this project involves conducting a Scientific Seat Belt Survey for selected sites throughout the territory in cooperation with the VIPD.

In the past, this survey followed the sampling design that adopts and adapts a method by Kish (1965) by which the primary sampling units in the Territory will be in clusters of 15 minutes in which the traffic going past a selected road site will be monitored.

### Content

The objectives of the VIOHS 2020 Seat Belt Survey are to:

1. Determine the Territory's 2020 seat belt use for all vehicle traffic observed at the selected sites.
2. Compare the 2020 Seat Belt usage rate to the 2019 and 2018 usage rates. A survey was not conducted in 2017 due to the impact of hurricanes Irma and Maria.
3. Compare the Territory's 2020 usage rate to the territory's past usage rates and to the most recent national usage rate.

The contractor shall be responsible to:

1. Hire the Field Monitors
2. Train the Field Monitors
3. Provide materials for the Field Monitors
4. Deploy the Field Monitors
5. Schedule the Field Monitors
6. Ensure the collection of driver and vehicle characteristics
7. Safeguard the data collected
8. Analyze the data
9. Provide the formal report

### Observer Training

Contractors will train observers and make available the necessary supplies. These supplies include:

- Uniform Criteria for Observational Seat Belt Survey – 23CFR Part 1340 Manual to be part of the field material
- Maps
- Schedules
- Observer forms
- Clipboards and pens or data collection devices
- Caution vests

### Observer Forms

- Daily Activity Report – a chronological account of the observer's day times at each location, lunch and breaks.

- Observation Form – actual observations per site, including seat belt usage, gender, and cell phone usage. Plus, a note place for any other comments for that vehicle.
- Tally Form – Total observation data per site with a header with location (street names, town (area), island, date, day of week and time interval.

#### Collection of Data Methodology:

- Driver seat belt use and gender
- Field Monitors will note the use of seat belt restraints for drivers and front seat outboard passengers in passenger cars, pick up trucks, vans and SUV's and all other types of vehicles to determine the level of use.
- Field data shall be noted in such a way that it would be possible to derive separate estimates for passenger cars and other vehicles, as well as for drivers and front seat outboard passengers within the vehicle group.
- The sampling will take place from Monday to Saturday. The hours of observation shall range from 7:00am to 6:00pm
- Driver cell phone use and other distractions

#### Observations:

- Observers should work in pairs for safety but may conduct observations independently.
- If a clear determination on seat belt usage cannot be made, the observer should not count that vehicle.
- Observations are made from the roadside or from a stationary vehicle.
- Accuracy is the priority. It is not necessary to observe every vehicle that passes by but those that are included need to be correct.

#### Observer Schedule:

The contractor will ensure that the observers are assigned times and sites that are beneficial for maximum gathering of data within the 7:00am to 6:00pm range.

#### Summary Sampling Procedures:

One or two individuals will be stationed at selected sites. Each day, forty-four (44), 15-minute periods will be arranged in 2 strata. Each district will provide 60 strata with a pair of clusters from each stratum. The survey count will be captured, verified and tabulated.

#### Computation of Estimates:

All data collected pursuant to §1340.7 (c) shall be used, without exclusion, in the computation of the Territory-wide seat belt use rate, standard error, and non-response rate. Known values of data contributing to the Territory-wide seat belt use rate shall not be altered in any manner. Unknown values of variables shall not be imputed unless NHTSA has approved the Territory's imputation procedure prior to data analysis.

The estimation formula shall weight observed data by the sampling weights as required by the sample design and any subsequent adjustments. Procedures will be included to adjust the sampling weights for observation sites with no usable data, including observation sites where no data were collected, and for observation sites with no usable data, including observation sites where no data were collected, and for observation sites where data were discovered to be falsified.

### Report

The contractor will prepare a draft report for the VIOHS to review. Comments and changes from VIOHS will be incorporated into the final report. Consistency with decimals and percentages, one place, is required. The final report needs to contain the language below:

### **DISCLAIMER**

*The preparation of this report has been funded by the USDOT/NHTSA FY2020 Seat Belt Survey project. This document is disseminated under the sponsorship of the US Department of Transportation in the interest of information exchange. The Government of the Virgin Islands assumes no liability for its contents or its use thereof.*

### Deliverables

Project deliverables must include, at a minimum, all tangible products derived or produced in the course of completing the work described in the above section.

After tabulation, a report will be created with the finding and sent to the Virgin Islands Office of Highway Safety, who will in turn prepare an additional report to be sent to the Region 2 office of NHTSA.

Additionally, one (1) draft report and five (5) final hard copy reports, along with one (1) electronic format in PDF format are required. The proposal should clearly state the specific formats for the deliverables.

### Schedule

The Data collection is due to be completed on or before July 15, 2020. Draft Report is due by November 1, 2020 and Final Report by December 1, 2020.

### **FIRM SELECTION**

A review committee will evaluate each proposal and may recommend firms to present additional information and appear for interviews. Or, the proposal may be the sole basis for the selection.

Negotiations and award of the contract will be to the firms that provide the most advantageous proposals. The DPP & VIOHS reserves the right to reject any and all proposals.

### **LATE PROPOSALS WILL NOT BE EVALUATED.**

The submission should be stapled or bound with no loose pages. The following criteria have been established to guide the evaluation of each consultant proposal with each criterion weighted as indicated below. The proposal must contain the following information:

### **TECHNICAL PROPOSAL**

1. **Technical Approach:** A narrative describing the understanding of the effort and products required, including descriptions of the specific tasks and subtasks to be undertaken.
  - a. The issues or problems and a detailed approach to completing the work program. A list with description of deliverables.
  - b. A project schedule indicating project milestones, deliverables, and key meetings using a Notice to Proceed as "Day 0". Time allotments for work under the control of the consultant will be regarded as a commitment.
2. **Firm Qualifications:** Qualifications of the firm and any subcontractors:
  - a. A list of similar work, including the name and telephone number of the clients, and a full description of the services provided by the firm. An organizational chart and description of the firm.
  - b. A description of the firm's facilities, number of offices and employees in each office, any special equipment and other factors, (knowledge, skills, etc.) which may affect the delivery of the required services.
3. **Staff Qualifications:** Qualifications, experience and office address of firm's and any subcontractor's staff:
  - a. Resumes of the professional staff.
  - b. Location of office that will be performing the work on this project.

#### **4. Vendor Qualifications**

- a. A copy of current business license or IRS 501 (c) (3) certification for non-profits.
- b. Proof of Certificate of General Liability Insurance.
- c. Trademark name registration (if needed).
- d. Certificate of Good Standing
- e. Proof of Incorporation (if needed)
- f. Dunn & Bradstreet registration number (DUNS #)
- g. Proof of registration on SAM.gov (necessary for all vendors being paid with Federal funds).

#### **CONTRACTING**

A contract with the VIOHS will be executed via the Department of Property & Procurement, the procurement arm of the Government of the Virgin Islands (GVI). Submission of a proposal indicates the submitter agrees with the general form of the DPP contract as seen on the DPP website. All provisions and requirements of the DPP pertaining to contractual matters will be in effect. This project is funded by the FY2019 Seat Belt Survey project award from the United States Department of Transportation National Highway Traffic Administration (USDOT/NHTSA) FAST ACT 402.

#### **EQUAL EMPLOYMENT OPPORTUNITY PROVISION**

Consultant and their subconsultant shall not discriminate based on race, color, national origin, or sex in the award and performance of this contract.

All potential Consultants must demonstrate a commitment to the effective implementation of an affirmative action plan or policy on equal employment opportunity. The potential Consultant must ensure equal employment opportunity to all persons and not discriminate against any employee or applicant for employment opportunity because of race, color, religion, sex, national origin, physical disability, mental disorder, ancestry, marital status, criminal record, or political beliefs. The Consultant must uphold and operate in compliance with Executive Order 11246 and as amended in Executive Order 11375, Titles VI and VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, and the Fair Employment Practices Act.

In response to this Request for Qualifications/Request for Proposals, the Consultant should furnish a detailed statement relative to its Equal Employment Opportunity practices and any statistical employment information that it deems appropriate, relative to the composition of its work force or its subconsultants.



#### **D. TIMETABLE**

**Last Day for Written Clarification is Tuesday, May 26, 2020 @ 1:00 PM**

#### **E. SUBMISSION OF PROPOSAL**

All interested parties shall submit *one (1)* original and *five (5)* copy sets of proposals, which are to be delivered to the Department of Property and Procurement no later than ***Wednesday, June 10, 2020 @ 4:30 Atlantic Standard Time.***

They shall be addressed to:

Anthony D. Thomas  
Commissioner  
Property & Procurement  
8201 Subbase, 3rd Floor  
St. Thomas, Virgin Islands 00802

Or

Electronic submissions which must include the Company's Name – Solicitation Number – Due Date in the Subject Line of the email. For Example, ABC Company, Inc. – RFP No. 001 – T-2020(P) – March 16, 2020.

The First Page of each electronic submission must also include Company's Name – Solicitation Number and Due Date. The second page of each electronic submission must only contain the following words in red font: **"CONFIDENTIAL BID SUBMISSION"**

All electronic submissions must be received at [ebids&proposals@dpp.vi.gov](mailto:ebids&proposals@dpp.vi.gov) no later than the date and time listed in each advertisement. There will be no exceptions.

Where proposals are sent by mail, the bidder shall be responsible for their delivery to Department of Property & Procurement before the date and time set for the closing of acceptance of proposals.

#### **F. WITHDRAWALS OF PROPOSAL**

A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of thirty (30) days after said closing time for acceptance of proposals nor shall the successful provider withdraw, cancel or modify the proposal, except at the request of GVI after having been notified that said proposal has been accepted by GVI.

#### **G. INTERPRETATION OF SPECIFICATIONS**

If any person contemplating submitting a proposal requires clarification of any part of the scope of work, he/she may submit to the GVI a written request for an interpretation thereof to the **Chief Deputy Commissioner of Procurement, Lisa Alejandro**. GVI will not respond to questions received after the above established date. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the scope of work will be made in writing to all prospective providers. Oral explanations will not be binding.

#### **H. CONSIDERATION OF PROPOSAL**

The Commissioner of Property and Procurement shall represent and act for GVI in all matters pertaining to the scope of work and contract in conjunction therewith. **This RFP does not commit GVI to the award of a contract, nor pay of any cost incurred in the preparation and submission of proposals in anticipation of a contract. GVI reserves the right to reject any or all proposals and to disregard any informality and/or irregularity in the proposal when, in its opinion, the best interest of GVI will be served by such action.** Proposals failing to provide some of the items in the scope of work shall not be rejected per se but any deviations from the scope must be clearly noted.

#### **I. ACCEPTANCE OF PROPOSALS**

GVI will notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the respondent's proposal may be grounds for disqualification.

## **J. CONTENTS OF PROPOSAL**

The following is a list of information to be included in the written proposal.  
Failure to comply with all the requirements as outlined, may disqualify the applicant.

1. Organization:
  - a. Introductory letter about the applicant:
    - i. Name, address, email and telephone numbers.
    - ii. Type of service for which individual/firm is qualified.
  - b. Provide a list of staff available for the project (Local & Off-Territory)
  - c. Current Business License or state register for the services being advertised. All bidders bidding as a Joint Venture must be licensed as a Joint Venture in the US Virgin Islands
  - d. Current trade name registration certification; if applicable
  - e. Certificate of Good Standing dated July 1, 2019 or later
  - f. Articles of Incorporation (For Corporations) or Articles of Organization for (LLC's) or qualification (Limited Partnerships), if applicable.
2. Sub-Contractors:
  - a. Provide listing of Sub-Contractors that shall be retained for this project including phone numbers.
  - b. Provide what percentage of work will be sub-contracted.
3. Project Experience:
  - a. Provide a list of projects performed within the last three (3) years. Include a brief description of the work performed and cost of each project.
  - b. Provide a list of projects currently being performed. Include a brief description of the project and percentage completed.
4. Project Approach:
  - a. The respondent applying to this solicitation will describe how you will approach this project and availability to perform the services requested.
5. Project References: 3 letters minimum (including a notarized written consent from the authorized representative which must include name; telephone number; and email address).

**6. Insurance Requirements:** The cost of which shall be borne by the Contractor and maintained fully during the term of the contract.

**a. Certificate of Government Insurance (Workmen's Compensation):**

- i. Respondent will provide a Certificate of Insurance reflecting the required coverage by Virgin Islands law.

**c. Comprehensive General Liability Insurance:**

- ii. Respondent shall carry comprehensive general liability on an occurrence form with no "x, c, or u" exclusions with the following minimum limits:
  - 1. Each occurrence- \$1,000,000.00
  - 2. Damaged to rented premises-\$50,000.00
  - 3. Medical Expenses- \$5,000.00
  - 4. Personal & Adv Injury-\$1,000,000.00
  - 5. General Aggregate-\$2,000,000.00
  - 6. Products-Completed Ops. Aggregate- \$2,000,000.00
- iii. General Aggregate shall apply on a policy basis.
- iv. Respondent shall provide a Certificate of Insurance reflecting required coverage.
- v. If awarded, the Contractor shall provide proof of adding the Government as an additional insured via a scheduled/individual endorsement.

**7. Cost Proposal** *(one (1) original and four (4) copy sets of proposals)* must be submitted in a separate sealed envelope.

**K. CONFLICT OF INTEREST**

A proposer filing a proposal hereby certifies that no officer, agent or employee of GVI has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of GVI; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same request for proposals; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

**L. MANDATORY LIST OF REQUIRED SUPPROTING DOCUMENTS TO  
CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS**

1. See Attached.

THESE WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.



List of Required  
Docs.09.17.2018.pdf



## Department of Property & Procurement

Government of the United States Virgin Islands

3274 ESTATE RICHMOND, CHRISTIANSTED, U. S. VIRGIN ISLANDS 00820

8201 SUB BASE, 3RD FLOOR, ST. THOMAS, U. S. VIRGIN ISLANDS 00802

ST. CROIX MAIN OFFICE: 340.773.1561 | ST. THOMAS MAIN OFFICE: 340.774.0828

ST. CROIX FAX: 340.773.0986 | ST. THOMAS FAX: 340.777.9587

[HTTP://DPP.VI.GOV](http://dpp.vi.gov)



### MEMORANDUM: 002-2020

**To:** All Prospective Bidders/ Respondents/ Vendors

**From:** Anthony D. Thomas   
Commissioner

**Cc:** All Executive Branch Departments

**Date:** March 13, 2020

**Re:** Electronic Submission of Bids and Proposals – Effective Immediately

Please be advised that effective immediately, the Department of Property and Procurement will be accepting bids and proposals by email at [ebids\\_proposals@dpp.vi.gov](mailto:ebids_proposals@dpp.vi.gov) in lieu of receiving bids and proposals through the mail.

All electronic submissions must include the Company's Name – Solicitation Number – Due Date in the Subject Line of the email. For Example, ABC Company, Inc. – RFP No. 001 – T-2020(P) – March 16, 2020.

The First Page of each electronic submission must also include Company's Name – Solicitation Number and Due Date. The second page of each electronic submission must only contain the following words in red font: **"CONFIDENTIAL BID SUBMISSION"**

All electronic submissions must be received at [ebids\\_proposals@dpp.vi.gov](mailto:ebids_proposals@dpp.vi.gov) no later than the date and time listed in each advertisement. There will be no exceptions.

Notwithstanding the foregoing, bidders and respondents may still submit bids and proposals by hand delivery to the locations specified in the respective advertisements.

This Memorandum is effective immediately and will remain in effect until further notice by the Department of Property and Procurement.

Please contact Lisa M. Alejandro, Chief Deputy Commissioner of Procurement, Central Stores, Warehousing and Vendor Maintenance at (340) 774-0828 ext. 230, with any questions.





OPCMR

## MANDATORY LIST OF REQUIRED SUPPORTING DOCUMENTS TO CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS

*This list applies to all contracts, amendments and exercises of renewal options. All supporting documents must be submitted for every contract, amendment or renewal of a contract.*

1. Current VI Business License (to conduct activity covered by contract being pursued); and/ or copy of a current business license issued by a state. IRS 501(c)(3) certification letter required for non-profit corporations.
2. Proof of Commercial General Liability Insurance with the Government of the Virgin Islands as Certificate Holder and Additional Insured as indicated on Endorsement (policy number on endorsement must match policy number on certificate). An endorsement that explicitly names the Government of the Virgin Islands as an additional insured is required— blanket insurance endorsements that do not name the Government of the Virgin Islands are not accepted)
3. Proof of Worker's Compensation Coverage/ Government Insurance Coverage
4. Sam.Gov Registration
5. Proof of Professional Liability Coverage with Government of the Virgin Islands as Certificate Holder for professional services contract. Professional services include but are not limited auditing and accounting firms, doctors, lawyers, architectural and engineering services, consulting, marketing firms. Professional liability (also known as errors and omissions/ malpractice insurance) is required only for professional services contracts where the Government will rely on the advice and services of the Contractor in its decision making processes OR where the government can suffer harm/ losses from faulty performance of the services from the quality of the contractor's work.
6. **Corporations (Inc., Corp, Co., Corporation)**
  - a. Articles of Incorporation (and applicable amendments)
  - b. Tradename Certificate if company uses a tradename (valid for two years)
  - c. Certificate of Good Standing (valid from July 1<sup>st</sup> thru June 30<sup>th</sup>)
  - d. Corporate Resolution on company letterhead (signed/ attested & dated by corporate secretary authorizing signatory)
7. **Limited Liability Company (LLC)**
  - a. Articles of Organization (and applicable amendments)
  - b. Tradename Certificate if company uses a tradename (valid for two years)
  - c. Certificate of Good Standing (valid from July 1<sup>st</sup> thru June 30<sup>th</sup>)
  - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)
8. **General Partnerships**
  - a. Partnership agreement (if it exists)
  - b. Memorandum authorizing signatory signed by all partners or secretary if one exists (valid for two years)
  - c. Tradename Certificate if company uses a tradename (valid for two years)
9. **Limited Partnerships (L.P/ LLP/ LLLP)**
  - a. Certificate of Limited Partnership or Statement of Qualification for LLP/LLLP
  - b. Tradename Certificate if company uses a tradename (valid for two years)
  - c. Certificate of Good Standing (valid from July 1<sup>st</sup> thru June 30<sup>th</sup>)
  - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)
10. **Sole Proprietorship**
  - a. Tradename certificate if a tradename is used (valid for two years)

*Note: Documents listed in Nos. 1-4 above are required for all contractors. Documents listed in No. 5 apply to professional services contracts only. Documents listed in Nos. 6-9 are specific to each organization type, and are required in addition to the documents listed in Nos. 1-4 and 5 (if applicable). If a contractor is not performing work in the Virgin Islands and do not require local documents, agency has an obligation to verify expiration dates of all documents in the applicable state. Do not submit expired documents to DPP.*

## CONTRACT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the [User Agency] (hereinafter referred to as "Government") and [Insert Contractor/Company name as it appears on the business license] (hereinafter referred to as "Contractor").

### WITNESSETH:

**WHEREAS**, the Government is in need of the services of a Contractor to [Insert summary of scope of services], which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

**WHEREAS**, the Government solicited the services under RFP No. \_\_\_\_\_; and

or

**WHEREAS**, the Contractor was selected in accordance with 31 V.I.C. § 239(a) (##) [insert appropriate exception being utilized]; and

**WHEREAS**, the Contractor represents that it is willing and capable of providing such services; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

### 1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

### 2. TERM

This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate [insert NUMBER OF DAYS or years in words and numerals] thereafter. The Government in its sole discretion, shall have the option to renew this Contract for a period of one (1) additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

Or

Upon execution of this Contract by the Governor of the Virgin Islands the Contract shall be effective for a Term beginning from February 1, 2019 to January 31, 2020. The Government in



its sole discretion, shall have the option to renew this Contract for a period of one additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

### **3. COMPENSATION**

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor the sum of [insert value of contract in words] [(\$insert value of contract in numerals)] in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

### **4. TRAVEL EXPENSES**

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).

### **5. RECORDS**

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

### **6. PROFESSIONAL STANDARDS**

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

### **7. DOCUMENTS, PRINTOUTS, ETC.**

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

### **8. LIABILITY OF OTHERS**

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment

insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

## **9. ASSIGNMENT**

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.

## **10. INDEMNIFICATION**

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

## **11. INDEPENDENT CONTRACTOR**

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

## **12. GOVERNING LAW**

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

## **13. WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

## **14. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

## **15. RIGHT TO WITHHOLD**

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

## **16. CONDITION PRECEDENT**

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

## **17. TERMINATION**

Either party will have the right to terminate this Contract with or without cause on [insert number of days in words] [(insert number of days in numerals)] days written notice to the other party specifying the date of termination.

## **18. PARTIAL TERMINATION**

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing [insert number of days in words] [(insert number of days in numerals)] days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the [insert number of days in words] [(insert number of days in numerals)] day notice.

## **19. NON-DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.



## 20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
  - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
  - (2) a territorial officer or employee and, as such, has:
    - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
    - (ii) not made, negotiated or influenced this Contract, in its official capacity; and
    - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

## 21. EFFECTIVE DATE

The effective date of this Contract shall be the day of execution of the Contract by the Governor.

## 22. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

### GOVERNMENT

Anthony D. Thomas  
Commissioner Nominee  
Department of Property and Procurement  
8201 Sub Base, Suite 4  
St. Thomas Virgin Islands 00802

[NAME & TITLE]  
[USER AGENCY]  
[AGENCY'S PHYSICAL ADDRESS]  
[AGENCY'S MAILING ADDRESS]  
[CITY. STATE. ZIP CODE]

### CONTRACTOR

[NAME]

[TITLE]  
[NAME OF COMPANY]  
[PHYSICAL ADDRESS]  
[MAILING ADDRESS]  
[CITY, STATE, ZIP CODE]

## 23. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

## 24. OTHER PROVISIONS

Addenda I and II attached hereto are a part of this Contract and are incorporated herein by reference. (Please make sure all additional addenda are listed in this section that are made a part of this contract)

## 25. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made. (Only insert if Contract involves federal funds)

## 26. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.



## 27. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence. (Only insert if Contract involves federal funds)

**28. INSURANCE** [if contract is being entered into pursuant to an RFP, utilize the insurance provisions from the RFP, if the contract is being entered into pursuant to an exception to the formal advertising process, use the language below]

Contractor shall maintain the following insurance coverages during the term of this Contract

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a “per occurrence” basis with a minimum limit of not less than one million dollars (\$1,000,000.00) for any one person per occurrence for death or personal injury and one million dollars (\$1,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement. (Insurance limits may be reduced subject to DPP’s approval, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP’s approval).
- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than one million dollars (\$1,000,000.00) per claim. The Government shall be listed thereon as a certificate holder. (Insurance limits may be reduced subject to the approval of DPP, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP’s approval).
- (c) **WORKERS’ COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

**WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS**

\_\_\_\_\_  
[NAME] [TITLE]  
\_\_\_\_\_  
[USER AGENCY] Date \_\_\_\_\_

\_\_\_\_\_  
Anthony D. Thomas, Commissioner Nominee  
\_\_\_\_\_  
Department of Property and Procurement Date \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
[NAME] [TITLE]  
\_\_\_\_\_  
[NAME OF COMPANY] Date \_\_\_\_\_

(Corporate seal, if Contractor is a corporation)

APPROVED:

\_\_\_\_\_  
Date: \_\_\_\_\_  
**Honorable Albert Bryan Jr.**  
GOVERNOR OF THE VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY: \_\_\_\_\_ Date \_\_\_\_\_

PURCHASE ORDER NO. \_\_\_\_\_

**CERTIFICATE OF APPROVAL**

I hereby certify that this is a true and exact copy of Contract No. \_\_\_\_\_ entered into between the Department of Property and Procurement and \_\_\_\_\_.

\_\_\_\_\_  
**Anthony D. Thomas, Commissioner Nominee**  
Department of Property and Procurement

RFP No. \_\_\_\_\_  
Contract No. \_\_\_\_\_

Contractor's Initials: \_\_\_\_\_